

ADHD360 Limited Terms and Conditions

1. ABOUT ADHD360 AND HOW TO CONTACT US

- 1.1 We are ADHD360 Limited, a company registered in England and Wales under company number: 11739663. Our registered office is at: Maybrook House, Third Floor, Queensway, Halesowen B63 4AH.
- 1.2 You can contact us by sending an email to enquiries@adhd-360.com or by calling us on 01507 534 181.
- 1.3 We provide a neurodiverse secondary care service that is limited to ADHD and autism conditions. We emphasise the need to link back to yours and/or the Patient's local primary care services, both for yours and/or the Patient's safety, and for our peace of mind (in most cases, this is to your General Practitioner or a medical facility local to where you are based). We follow the best practice guidance of regulatory authorities, to obtain relevant information on your and/or the Patient's medical history and other medications which you and/or the Patient may be taking, including from yours and/or the Patient's GP or other healthcare professionals. Although we may be able to provide the Services to those who have good reason not to share details of a local medical practitioner, this would be subject to an assessment by us on a case-by-case basis and may not always be possible.
- 1.4 You accept that ADHD360 is offering an outpatient consultation service only. We are unable to treat patients in crisis, emergency, or high-risk situations within, or outside working hours. If yours and/or the Patient's mental health condition deteriorates, and you and/or the Patient believe you and/or the Patient is in an emergency or crisis situation, e.g. having suicidal thoughts, considering harm to self, others, or to property, or if you and/or the Patient is at risk from others, you should immediately inform a relative/carer and contact the local NHS Crisis Team, go to the nearest A&E, or call an Ambulance or Police on 999 or 111 for immediate support.

2. THESE TERMS

- 2.1 These Terms apply to any Services which you purchase from us on the Patient Portal which is accessed via our Website. Please read these Terms carefully before you place any Booking and/or request any Services, as they set out important information about your and our rights and obligations. Please note that you must agree to the Terms before you place your Booking.
- 2.2 For the purpose of these Terms, you are a "consumer" if you are making a Booking as an individual either for yourself or as a parent or guardian of a child.
- 2.3 Any reference to "**we**", "**us**" or "**our**" in these terms is to ADHD360 Limited, and any reference to "**you**" or "**your**" is to the person placing a Booking on our Website. The following definitions will also apply to the Terms:
 - 2.3.1 "**ADHD**" means attention-deficit/hyperactivity disorder.
 - 2.3.2 "**Annual Renewal**" means an automatic 12-month renewal of your Treatment which will commence on expiry of your Treatment Package in accordance with clause 11.9.
 - 2.3.3 "**Appointment**" means a scheduled timeslot for the Patient to attend an Assessment and/or receive Treatment.
 - 2.3.4 "**Assessment**" means a video call assessment with a Clinician which includes discussion of your QbCheck and provision of a personalised outcome letter for your GP confirming whether you meet the criteria for an ADHD diagnosis.
 - 2.3.5 "**Assessment Fee**" means a fee of £950 which is payable for an Assessment.

- 2.3.6 “**Booking**” means a request for an Appointment and/or Treatment which is submitted by you via the Patient Portal.
- 2.3.7 “**Clinician**” means a qualified ADHD clinician.
- 2.3.8 “**Diagnosis**” means a formal diagnosis for ADHD.
- 2.3.9 “**Event Beyond our Control**” has the meaning set out in clause 15.1.
- 2.3.10 “**Fees**” means the cost of our Services which are listed on our Website and available here: <https://www.adhd-360.com/pricing/> and which are payable by you.
- 2.3.11 “**GP**” means a general practitioner registered within the General Medical Council.
- 2.3.12 “**Patient**” means the individual who is named in the Booking as requiring the Services. This may be you or if you are a parent or guardian the child which you are responsible for.
- 2.3.13 “**Patient Portal**” means the digital platform that contains details of any Bookings and all your patient information including medical history, diagnosis results, treatment journey and details of medications prescribed together in one place and made available to you by us.
- 2.3.14 “**QbCheck**” means the objective, computer-based test which is completed by the Patient prior to the Assessment and used as part of an Assessment to measure core symptoms including inattention, impulsivity and hyperactivity by tracking movements and responses during simple tasks.
- 2.3.15 “**Services**” means the provision of any Treatment, Appointment and/or Assessment by us.
- 2.3.16 “**Shared Care**” means an arrangement under which responsibility for a patient’s ongoing treatment is shared between us and a GP pursuant to an agreed care plan.
- 2.3.17 “**Shared Care Agreement**” means an agreement between us and a GP whereby we formally agree to Shared Care.
- 2.3.18 “**Terms**” means these terms and conditions.
- 2.3.19 “**Treatment**” means any treatment which is provided by a Clinician following an Assessment.
- 2.3.20 “**Treatment Package**” means a 12-month package of Treatment that includes a Treatment Plan plus any Annual Renewal which you purchase in accordance with clause 11.9.
- 2.3.21 “**Treatment Plan**” means a bespoke plan for a Patient whose assessment determines a positive Diagnosis, and which focuses on medication-led ADHD Treatment.
- 2.3.22 “**Website**” means www.adhd-360.com.
- 2.3.23 “**Working Day**” means a **day**, other than a Saturday, Sunday or public holiday, on which clearing banks are open for business in the City of London and Working Days means more than one of them.
- 2.4 You must be at least 16 years old and a resident of the UK to make a Booking.
- 2.5 We may make changes to these Terms at any time. However, the Terms which apply to your Appointment and Treatment will be those in force at the time you submitted your Booking to us.

2.6 Please print out or save a copy of these Terms and any emails or communications from us for your records, as we will not save or file a copy for you. These Terms are only available in English.

2.7 Your use of our Website and the Patient Portal means that you accept these Terms in full, along with all other policies and procedures that may be published by us on the Patient Portal or otherwise notified to you by us from time to time.

3. **NHS PATIENTS**

If you are a patient accessing our Services through an NHS contract referral or 'Right to Choose', you will be cared for under the terms and conditions of the specific NHS contract in addition to these Terms.

3.1 If your personal circumstances change (for example, you move outside of England) and the NHS will no longer cover the cost of your Treatment, to continue to receive Treatment from us you acknowledge that you will be responsible for funding this Treatment privately in accordance with clause 11.

4. **BOOKINGS**

4.1 In order to make a Booking via the Patient Portal you must first register to create an account with us via our Website.

4.2 Once you have created an account we will invite the Patient to undertake a free online digital screening which involves answering a number of questions. The results of this screening will provide you with an indication as to whether the Patient is likely to benefit from an Assessment. The result of the initial screening is not conclusive, nor does it provide a Diagnosis and subject to clause 14.5, we do not accept any liability for the outcome of the initial screening which is offered free of charge.

4.3 To book an Assessment via the Patient Portal, you will:

4.3.1 need to select your preferred Treatment Package (which you would like to proceed with should you receive a Diagnosis);

4.3.2 be provided with a copy of these Terms which you must read carefully and will be asked to consent to; and

4.3.3 pay the Assessment Fee.

4.4 Once you have followed the steps in clause 4.3, you will be provided with access to a "to-do list" on the Patient Portal which will require you to complete the mandatory digital onboarding process prior to an Assessment. You will also be able to book a date for the Assessment ("**Booking**"). Please check your details and information provided carefully and correct any errors before you submit your Booking to us.

4.5 You agree that as part of the mandatory digital onboarding process you will also need to upload proof of ID for the Patient on the Patient Portal before making a Booking. We operate a 2-tier system and require evidence from both tiers. The forms of ID that we accept are:

4.5.1 **Tier 1 ID:** Passport, Driving Licence, Birth Certificate; and

4.5.2 **Tier 2 ID:** Utility bill (dated within the last 3 months), local authority bill such as council tax (dated within the last 12 months), bank statement (dated within the last 3 months), Hospital or doctor's surgery letter or school identification/passport (for children).

4.6 When you have submitted your Booking on the Patient Portal, this constitutes an offer by you to purchase an Assessment in accordance with these Terms. After you have submitted your Booking

and your Appointment details have been confirmed via the Patient Portal, a legally binding contract is formed between you and us subject to these Terms.

4.7 If we do not accept your Booking, for example because we have been unable to take payment, an Appointment is unavailable, you are under 16 or live outside of the UK, or there has been a mistake regarding the pricing or description of our Services, we will contact you using the details you provided when you placed your Booking. We have the right to reject any Booking for any legitimate reason.

4.8 Where you have paid the Assessment Fee but are either unable to make a Booking for the reasons set out in clause 4.7 or you choose not to proceed to submit a Booking for an Assessment, please contact us for a refund. Your refund for the Assessment Fee will be processed using your original payment method within 10 days of our receipt of your refund request.

5. **AVAILABILITY**

All Bookings are subject to availability. We cannot guarantee that an Appointment will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop providing certain Services. If this happens and it affects your Appointment and/or Treatment, we will notify you by email, cancel your Appointment and/or Treatment and provide you with a refund of any advance payments made by you for any Appointments and/or Treatment that has not yet been provided where these are affected.

6. **MAKING CHANGES TO YOUR APPOINTMENT**

If you would like to make any changes to your Appointment, please contact us as soon as possible and in any event at least 2 Working Days prior to the date of your Appointment using the details set out in clause 1.2 and we will let you know if it is possible to change your Appointment.

7. **PATIENT'S COMMITMENT**

7.1 You agree that we will need to review, use, and disclose information about you and/or the Patient, their medical/psychiatric diagnosis and treatment from and to other professionals or care providers.

7.2 You give permission for us to share information with GPs, the NHS and/or other specialists, as required (including to the pharmacy used to dispense any medicines which we prescribe for the Patient).

7.3 When making an Appointment, you confirm the following:

7.3.1 if you are a parent of a child Patient (i.e. a Patient who is under 16), upon accepting these Terms, you confirm that both biological parents/guardians have consented to an Assessment and/or any Treatment; Parents/guardians of children must ensure they have full consent from all legal guardians before pursuing an ADHD assessment with ADHD 360;

7.3.2 any information you provide is accurate and in comprehensible English or in the language that it has been agreed that the Appointment will take place; and

7.3.3 you will inform us if any information that you provided becomes incomplete, inaccurate or false.

7.4 Where we are treating a Patient who is under 16, it may be necessary when the Patient turns 16, to carry out a reassessment and/or transfer to the care of a Clinician who specialises in the adult, rather than the child, ADHD support.

7.5 You agree to follow any instructions you are given by our Clinicians and to follow any instructions that accompany any medicines (including patient information documents) regarding the use of any

medicines we recommend or prescribe (including in respect of use-by dates). You are responsible for use of medicines in accordance with such instructions.

- 7.6 You agree that medicines prescribed to you may carry a risk of side-effects, withdrawal symptoms and possibly other complications. These effects may be heightened if the Patient does not comply with, or adhere to, clinical instructions and/or if the Patient exceeds the recommended prescribed dosages of medication. If this were to continue, we may remove Treatment without notice on the grounds of Patient safety.
- 7.7 You agree to tell us without delay of any adverse or unexpected effects of Treatments that we have recommended.
- 7.8 You have the right at your own discretion to stop Treatment or investigations, however, if you decide to do so, you accept that this may carry serious risk of side effects, withdrawal symptoms and/or other complications, for which you solely will take responsibility and so we strongly recommend that you discuss with us any intention to stop Treatment. You may be discharged if you decide to stop your Treatment.
- 7.9 You agree to keep any medicines prescribed out of the reach of children and in a secure environment.
- 7.10 You agree that you will not under any circumstances amend, alter, or tamper with the contents of any documents created on the Patient Portal or issued to you by us.
- 7.11 You agree that, to the best of your knowledge, you will provide accurate physical and mental health history and status information in respect of the Patient.
- 7.12 You agree to inform ADHD 360 of any changes in the Patient's medical status, psychiatric/mental health and other material changes in the Patient's circumstances (such as weight loss) or if you start any new medicines. You must inform us if the Patient is pregnant or is intending to become pregnant.
- 7.13 You agree that it is the responsibility of the Patient, or their representative (or parent/guardian if the Patient is a child), to ensure that they attend all Appointments.
- 7.14 You accept that clinicians may provide different clinical opinions on the same condition or set of symptoms. Provided that these opinions are reasonably held, the fact that two clinicians give differing opinions on the same condition should not indicate a defective service.
- 7.15 You agree that you will not electronically record or transcribe your Assessment.

8. **PRESCRIPTIONS**

- 8.1 You accept that if we provide you with prescriptions, they will be private prescriptions except (a) where your Appointment has been via the NHS Right to Choose programme, or (b) unless otherwise stated during your Appointment. Our private prescriptions will be dispensed through our dedicated pharmacy and delivered to You by the most expeditious and cost-effective means. Alternatively, you have a right to request that the Patient's prescription is fulfilled by a pharmacy of your choice. However, if you choose to use a pharmacy other than our dedicated pharmacy then you will be fully responsible for payment of any dispensing fees or charges applied by your chosen pharmacy and for obtaining and providing the blood pressure and pulse rate information as described in paragraph 8.2.
- 8.2 Prior to prescribing medicines, it may be necessary to obtain the Patient's current blood pressure and pulse rate information. Where you are using our dedicated pharmacy for fulfilment of your prescription, this pharmacy will provide you with a blood pressure monitor, at no additional cost to you. You will provide up to date observations, either via the Patient Portal or mobile app (including blood pressure, pulse, height and weight) prior to any prescription being dispensed. For Patients with certain conditions such as high blood pressure, heart disease or regular palpitations then additional

tests (such as an ECG) may also be needed before prescribing or dispensing medicines to the Patient.

9. **OUR SERVICE COMMITMENT**

9.1 We will provide the Services at the time(s) and date(s) selected by you or within the period agreed with you during the Booking process.

9.2 All Appointments and/or Treatments are provided online via the Patient Portal.

9.3 We will do all that we reasonably can to provide the Services at the time(s) and date(s) or within the period agreed with you. If there might be a delay before we can start or restart the Appointment and/or Treatment, we will contact you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control.

9.4 Where a delay is caused by circumstances beyond our reasonable control, we will usually try to start or restart the Services as soon as the issue causing the delay has been resolved. If the Services are delayed by more than 14 days, we will email you to let you know and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or to cancel your Appointment and/or Treatment and offer a refund of any advance Fees made by you for any Appointment and/or Treatment that has not yet been provided.

9.5 ADHD360 will not commence Treatment until you have agreed to your Treatment Package including the Treatment Plan and we will follow the agreed Treatment Plan fully, noting that you are also required to comply with your obligations as set out in clause 7.5.

9.6 We will perform a full assessment and may request other investigations, as required on an ongoing basis. At times this may prevent us from commencing Treatment until your Clinician believes it is safe to continue.

10. **USE OF THE PATIENT PORTAL**

10.1 We will use reasonable endeavours to ensure that the Patient Portal is available during normal working hours (9:00am to 5:00pm (GMT) on Working Days. We will take precautions to protect against failure of our equipment and software required to perform the Services and will perform regular back-ups of all data stored on the Patient Portal. In the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of our systems and/or the Services, in which circumstances your Appointment(s) may require re-arranging.

10.2 Subject to your statutory rights, we do not provide any warranty that the Patient Portal will meet your requirements or that the Services will be uninterrupted, 100% secure or error-free, or that defects, if any, will be corrected in relation to the Patient Portal. We are not responsible for transmission errors or any corruption or compromise of data carried over local or interchange telecommunication carriers.

10.3 In relation to your use of the Patient Portal and any material or documentation you upload or share to it, the following provisions shall apply:

10.3.1 you shall use our Website and the Patient Portal at all times in accordance with any instructions or user guidance and these Terms;

10.3.2 you must not knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms or other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

- 10.3.3 you must not access or use the Patient Portal, or permit it to be accessed or used by or on behalf of any third party (unless you are accessing the Patient Portal as a parent or guardian of a child Patient);
- 10.3.4 you must not make the Patient Portal available over a network or any other method of remote access or facilitate the same;
- 10.3.5 you must not use, copy, modify, adapt or create derivative works from the Patient Portal, or decode, reverse engineer, disassemble or make alterations to the Patient Portal, or otherwise seek to obtain or derive the source code to the Patient Portal;
- 10.3.6 any information or material you share or upload must not infringe the intellectual property of any other person, and must not be fraudulent or misleading;
- 10.3.7 you will inform us immediately on becoming aware of any unauthorised or illegal use of the Patient Portal;
- 10.3.8 you shall keep confidential and not share with any third party your password or any access details for the Patient Portal; and
- 10.3.9 we may monitor, collect, store and use information on the use and performance of the Website and/or Patient Portal (including documents and data uploaded to it) to detect threats or errors to the Website or Patient Portal and/or our operations and for the purposes of the further development and improvement of our Services, provided that such activities at all times comply with the Privacy Policy.
- 10.3.10 You are accountable for the accuracy and completeness of all information, documentation and images that you add within and/or upload to the Patient Portal.
- 10.3.11 You are responsible for securing your Patient Portal login details.

10.4 You acknowledge that:

- 10.4.1 whilst the Patient Portal does have data back-up facilities, you must keep your own copies of all documentation, records and data;
- 10.4.2 we may modify the features and functionality of the Patient Portal and carry out planned maintenance on the Patient Portal outside of normal business hours. We may not inform you in advance of any unavailability of the Patient Portal caused by events outside our control;
- 10.4.3 the Patient Portal may not be appropriate or available for use in locations outside the UK. If you access the Patient Portal outside of the UK, you do so at your own risk; and
- 10.4.4 subject to your statutory rights, we do not accept any liability in relation to the Patient Portal meeting your needs or requirements or the Patient Portal operating in a manner that is uninterrupted or free from minor errors or defects.

11. **PAYING FOR OUR SERVICES**

- 11.1 All payments for our Services should be made by you using a credit / debit card or other payment methods which are offered via our third-party payment processor whose details are available via our Website using the following link: [ADHD-360-Privacy-Policy.pdf](#) . You will be directed to make payment with the third-party payment processor via the Patient Portal.

- 11.2 You expressly grant us the right to pre-authorise or charge any debit and/or credit cards before providing the Services and you accept that failure of our pre-authorisation or authorisation processes by you is likely to result in the Services not being provided to you.

One-off Fees for Treatment Packages / Appointments

- 11.3 You agree that the provision of any Services is subject to your payment in full of any Fees which are due from you in accordance with our agreed pricing list set out on our Website and available here: <https://www.adhd-360.com/pricing/>. A full record of the Fees paid by you will be made available via the Patient Portal.
- 11.4 You accept that any and all Fees, without exception, incurred at the time of Booking are your responsibility as the Patient or nominated account holder. If there is any question with regard to who is responsible for the Fees incurred, we will refer to the details provided at the time of Booking and that individual shall have the legal responsibility for all Fees. You agree that payment:
- 11.4.1 of the Assessment Fee must be made prior to you making a Booking; and
- 11.4.2 for all other Services, payment of Fees must be pre-authorised prior to you receiving any of the Services, in whole or in part, and payment will be taken immediately after you have confirmed the Patient's Treatment Package with your Clinician either on or after the Patient's Assessment.

Recurring payments for Treatment Packages

- 11.5 Where you opt to pay your Fees by way of recurring monthly payment you understand that you will automatically be enrolled in that recurring payment process according to the pricing structure for our Services found at www.adhd-360.com/pricing/. Details of the payments will also be accessible to you via the Patient Portal.
- 11.6 Recurring payments of the Fees will be charged automatically to your chosen payment method at the intervals and price specified in your Treatment Package which is accessible via the Patient Portal.
- 11.7 You are responsible for ensuring that your payment and contact details are kept up-to-date to ensure the continuity of your Treatment Package. You agree that to change your automatic recurring payment method, including, for example, making a change from one credit card that was initially selected to another credit card, you must inform us of this change in writing. This can be via the Patient Portal or via email using the details set out in clause 1.2. Changes to your payment method are subject to our approval and such changes will not be implemented until we have provided you with written confirmation.
- 11.8 You agree that if your automatic recurring payment is declined or unable to be processed for any reason, we will make reasonable attempts to collect payment and we will contact you by phone or email. We may in our sole discretion permanently restrict your ability to use a certain payment method if that payment method fails. In the event any payment is not made, and you do not make the required payment by the end of your billing cycle, provided that we have given you sufficient notice to make the outstanding payment, we may suspend or cancel your Treatment Package and/or your access to the Patient Portal at our discretion. We will notify you by sending you a letter of discharge, a copy of which will also be shared with your GP.

Automatic Annual Renewal

- 11.9 At the end of your Treatment Package, your contract will automatically renew for the Annual Renewal in accordance with these Terms unless you cancel in accordance with clause 11.11. We will notify you via the Patient Portal and by email at least 30 days before the date your Treatment Package ends that your Annual Renewal is due and we will remind you of your right to cancel in accordance with clause 11.11.

- 11.10 You will be subject to an Annual Renewal regardless of whether your Treatment is within the scope of Shared Care or not. If you fail to pay the Annual Renewal and we have given you at least 30 days' prior notice that your payment is overdue, we may notify your GP of the non-payment. In such circumstances, you may be discharged from our Services and any Shared Care Agreement may be withdrawn.
- 11.11 You may cancel your Annual Renewal (including if you do not wish to accept the revised Fees) at any time before the expiry date of your Treatment Package. You may also cancel your Annual Renewal up to 14 days after the date your Annual Renewal commenced (the "**Annual Renewal Cancellation Period**"). You can do this by contacting us in accordance with clause 1.2 or by using the model cancellation form at the end of these Terms. If you do not cancel, you will be charged the applicable Fees for the Annual Renewal as set out in the pricing structure for our Services found at <https://www.adhd-360.com/pricing/#renewal>.
- 11.12 If you cancel the Annual Renewal during the Annual Renewal Cancellation Period, you will receive a full refund of any Fees paid, but we reserve the right to deduct a proportionate amount from your refund for any Services provided by us during the Annual Renewal Cancellation Period.

Fee variations

- 11.13 You agree that any unpaid Fees which are overdue under these Terms shall incur daily interest at the rate of 5% per annum above the Bank of England lending rate, and that costs of collection, including any Court fees and reasonable legal costs shall be added to such balance.
- 11.14 ADHD 360 Ltd reserves the right to modify its Fees and/or pricing structure annually, at its sole discretion taking into account factors such as inflation and the cost of providing the Services. Where you have an Assessment booked or an ongoing Treatment Package, we will not amend the Fees which we have already agreed with you for the Patient's Treatment. You will be notified in writing of any Fee changes at least 30 days before they take effect.
- 11.15 Subject to clause 13, if you decide to withdraw from your Treatment you will still be required to pay:
- 11.15.1 any outstanding Fees due to us for any Services already provided as part of the Treatment Package; and
 - 11.15.2 any third-party costs which have already been incurred by us including for QbCheck and any blood pressure machines which have been provided to you.

12. QBCHECK

- 12.1 The following terms apply to Patients using QbCheck as part of their diagnostic pathway with us.
- 12.2 We have licensed QbCheck for use in our operations. QbCheck offers an objective method for measuring the three core signs of ADHD - hyperactivity, inattention and impulsivity - in children, adolescents and adults. The test system is used to support diagnosis and to show response to and progress of treatment.
- 12.3 The QbCheck is provided by Qbtech AB, Cardellgatan 1, 114 36 Stockholm, Sweden.
- 12.4 QbCheck is securely located on a central server hosted by Amazon Web Services (AWS) in Ireland.
- 12.5 You agree that, as part of the QbCheck, we will share your date of birth, height, weight, biological sex, specific diagnostic information and details regarding medication with QbTech. We will allocate a QbCheck patient ID and will not share any information with QbTech in a format that makes it personally identifiable.

- 12.6 You agree that your QbCheck patient ID (not your personal identity number), date of birth, height, weight, biological sex, specific diagnostic information, details regarding medication, QbCheck results and other relevant notes will with your consent be stored for five (5) years (measured since last activity). Your data will then be deleted by replacing your patient ID and ClinicID with new IDs which are randomly created by a computer. Once these ID-numbers are replaced, Qbtech cannot identify you since Qbtech has no access to information which can connect the new IDs to your QbCheck patient ID, ADHD 360 or your name.
- 12.7 You agree that when the new randomised IDs are created and your data is no longer identifiable, the test data will thereafter be used by Qbtech for the purpose of developing the QbCheck to gain further insight into diagnosis and treatment and for other commercial development. This will be of benefit both to you and other individuals performing the QbCheck. Note again that no information which can directly identify you is used.
- 12.8 We commit that no individual test data used by QbCheck which can directly identify you will in any form be transferred or in any other manner be made available to third parties (except if required to fulfil legal requirements towards public authorities and the like) without first obtaining your prior written consent.

13. **YOUR CANCELLATION RIGHTS**

Cancelling an individual Appointment

- 13.1 You have 14 days from the date of confirmation of your Appointment to change your mind and cancel your Appointment (the “**Appointment Cancellation Period**”). Subject to clauses 13.2 and 13.4, if you cancel your Appointment during the Appointment Cancellation Period, you will receive a full refund of any Fees paid.
- 13.2 We reserve the right to deduct any third-party costs which have already been incurred by us in relation to the provision of QbCheck and the blood pressure machine from your refund.
- 13.3 To cancel your Appointment, whether in the Appointment Cancellation Period or after, please follow the steps outlined in clause 13.11 below.
- 13.4 When you make your first Appointment with us (whether by phone or online) you have the choice to request a Booking for an Appointment to take place on a date during the Appointment Cancellation Period. You acknowledge that where you do request an Appointment during the Appointment Cancellation Period, it will impact your cancellation rights as follows:
- 13.4.1 you acknowledge that you lose your right to cancel in accordance with clause 13.1 once the Appointment has taken place and will not be entitled to a refund of Fees even if the Appointment Cancellation Period has not expired; and
- 13.4.2 if the Appointment has not yet taken place and you give us less than 48 hours’ notice, then you will only receive a refund of the Fees paid subject to the deduction of third-party costs in accordance with clause 13.2 and less a proportionate amount of the Fees to reflect the costs reasonably incurred by the Clinician in preparation of the cancelled Appointment, as we will have scheduled time with a Clinician in advance of the Appointment.
- 13.5 You can change your Appointment outside of the Appointment Cancellation Period, provided you notify us more than 48 hours in advance of the scheduled Appointment. If you cancel your Appointment outside of the Appointment Cancellation Period, or wish to change your Appointment outside of the Appointment Cancellation Period and within 48 hours of the scheduled Appointment, you will not receive a refund of Fees.

Cancelling a Treatment Package

- 13.6 Except in the circumstances listed in clause 13.8, you have the right to change your mind and cancel your Treatment Package within 14 days from the date of receipt of your Treatment Package confirmation email (the “**Treatment Package Cancellation Period**”). Subject to clause 13.8, if you cancel your Treatment Package during the Treatment Package Cancellation Period, you will receive a full refund of any Fees paid for the Treatment Package less any third-party costs which have already been incurred by us in relation to the provision of QbCheck and the blood pressure machine. You will not be refunded the Assessment Fee where the Assessment has been completed.
- 13.7 To cancel your Treatment, whether in the Treatment Package Cancellation Period or after, please follow the steps outlined in clause 13.11 below.
- 13.8 You acknowledge that you will lose your right to cancel the contract during the Treatment Package Cancellation Period if you have requested and consented to us to start providing the Treatment during the Treatment Package Cancellation Period in accordance with clause 13.9 and the Treatment has been fully performed during this period. Where you have given your express consent for us to begin providing the Treatment during the Treatment Package Cancellation Period and you cancel before the Treatment has been fully performed, you will receive a full refund of the Fees paid. We reserve the right to deduct the following from your refund:
- 13.8.1 a proportionate amount for any Treatment which has already been provided to you up to the point at which you notify us of your decision to cancel; and
- 13.8.2 any third-party costs which have already been incurred by us in relation to the provision of QbCheck and the blood pressure machine.
- 13.9 If you terminate your Treatment Package after the Treatment Package Cancellation Period, we will refund your Fees on a pro rata basis, minus a proportionate amount to reflect any Treatment already provided to you up to the date of termination.
- 13.10 In relation to Treatment Packages, you will be asked by the Clinician for your express consent for us to begin providing the Treatment immediately before signing up to the selected Treatment Package agreed with your Clinician following your Assessment. This is to avoid any delay in beginning your Treatment Package. However, if you do not wish for the Treatment to begin immediately and do not indicate your consent before signing up, we will not provide any Treatment during the Treatment Package Cancellation Period.

General

- 13.11 To cancel your Appointment and/or Treatment Package, please email us at enquiries@adhd-360.com or call us on 01507 534 181. You can also use the cancellation form available at the end of these Terms. To help us process your cancellation more quickly, please have your Appointment and/or Treatment Package details ready or include them in the email or cancellation form you send to us.
- 13.12 Subject to clause 13.4 and 13.8, we will provide you with a refund as soon as possible and no later than 10 days after the day on which you told us that you want to cancel subject to the deduction of any Fees for Treatment that has already been provided in accordance with clause 11.15.
- 13.13 We will issue your refund to the same payment method you used when you placed your Booking.

Suspending your Treatment Package

- 13.14 If your Clinician suspends your Treatment for clinical reasons, then your Treatment Package will be extended by the period of any such suspension.

13.15 In any other circumstances, if you wish to suspend your Treatment then your Treatment Package will not be extended and you will continue to remain liable for the Fees due during any period of suspension.

14. **LIMITATION OF LIABILITY**

14.1 You accept that we, at our sole discretion, create prescriptions, GP letters etc. based on the professional judgement of our Clinicians and our legal obligations and that the content is based on information you provide. You acknowledge that there is no guarantee or warranty provided by us that such items will contain the content you desire(d), hope(d) for, expect(ed), were informed of, understood, or believed they would contain.

14.2 Subject to clause 14.4, if we breach these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

14.3 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

14.4 Our total liability to you and/or the Patient is limited to £5,000,000 (five million pounds).

14.5 Nothing in these Terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

15. **EVENTS BEYOND OUR CONTROL**

15.1 We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, such as acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, any law or action taken by a government or public authority, and any labour or trade dispute, strikes, industrial action or lockouts (other than by our staff) ("**Event Beyond our Control**").

15.2 We will contact you as soon as possible if the Services are delayed by an Event Beyond our Control and let you know what we will do to reduce the disruption.

15.3 If an Event Beyond our Control delays or disrupts the Services for more than 30 days, you may end the contract by contacting us in accordance with clause 1.2 and receive a refund for Services you have paid for, but not received.

16. **PRIVACY AND YOUR INFORMATION**

16.1 Any personal information that you provide to us will be dealt with in line with our Privacy Policy available here: [Policy-40-ADHD-360-Privacy-Policy-V3.2 .pdf](#), which explains what information we collect and hold about you, and how we collect, store, use and share such information. We only use your personal information as detailed in our Privacy Policy. Please read our Privacy Policy as it includes important information which applies to you. Any personal information that you give to us will be processed strictly in accordance with the Data Protection Act 2018/UK GDPR (as may be amended or superseded) and all other relevant privacy legislation. The terms of our Privacy Policy form part of these Terms and we both agree to comply with its terms.

16.2 We commit that no personal data will in any form be transferred or in any other manner be made available to third parties (except if required to fulfil legal requirements towards public authorities and the like) without first obtaining your prior written consent.

17. **COMPLAINTS**

- 17.1 If you are unhappy with us or the services we have provided to you, please contact us at: <https://www.adhd-360.com/contact/complaints/>.
- 17.2 Our Complaints Policy is available here: <https://www.adhd-360.com/wp-content/uploads/2024/10/Complaints-Policy-Oct-2024.pdf>.
- 17.3 If your complaint cannot be resolved in accordance with our Complaints Policy or you are unhappy with the outcome, you may want to submit your complaint to the Care Quality Commission.

18. **GENERAL TERMS**

- 18.1 No one other than us or you and the Patient (where that is not you) has any right to enforce any of these Terms.
- 18.2 You are not allowed to transfer your rights under these Terms to anyone without our prior written consent. We may transfer our rights under these Terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- 18.3 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.
- 18.4 If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.
- 18.5 The laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

MODEL CANCELLATION FORM

To ADHD360 Limited
Maybrook House, Third Floor, Queensway, Halesowen B63 4AH
enquiries@adhd-360.com

I hereby give notice that I cancel my contract for my Appointment / Treatment Package.

Patient's name: [INSERT PATIENT'S NAME]

Patient's address: [INSERT ADDRESS]

Patient's email address: [INSERT EMAIL ADDRESS]

Patient's signature: [INSERT SIGNATURE]

Date: [INSERT DATE]